

ALABAMA DEPARTMENT OF PUBLIC HEALTH

Request For Proposals (RFP)

For

**ACTUARIAL, AUDITING, AND CONSULTING
SERVICES**

June 2, 2020

TABLE OF CONTENTS

1	INTRODUCTION	1
1.1	BACKGROUND.....	1
1.2	PURPOSE	1
1.3	CONTRACT DURATION	1
1.4	LETTER OF INTENT TO PROPOSE.....	1
1.5	PROPOSAL DEADLINE.....	1
1.6	NONDISCRIMINATION	2
2	RFP SCHEDULE OF EVENTS	3
3	GENERAL REQUIREMENTS AND INFORMATION	4
3.1	RFP COORDINATOR	4
3.2	RFP NAME	4
3.3	COMMUNICATIONS REGARDING THE RFP	4
3.4	REQUIRED REVIEW AND WAIVER OF OBJECTIONS BY PROPOSERS	4
3.5	PROPOSAL SUBMITTAL.....	4
3.6	PROPOSAL PREPARATION COSTS	5
3.7	PROPOSAL WITHDRAWAL	5
3.8	PROPOSAL AMENDMENT	5
3.9	PROPOSAL ERRORS.....	5
3.10	INCORRECT PROPOSAL INFORMATION	5
3.11	PROHIBITION OF PROPOSER TERMS AND CONDITIONS	5
3.12	ASSIGNMENT AND SUBCONTRACTING	5
3.13	RIGHT TO REFUSE PERSONNEL	6
3.14	PROPOSAL OF ALTERNATE SERVICES	6
3.15	PROPOSAL OF ADDITIONAL SERVICES	6
3.16	INSURANCE.....	6
3.17	LICENSURE	6
3.18	CONFLICT OF INTEREST AND PROPOSAL RESTRICTIONS	6
3.19	RFP AMENDMENT AND CANCELLATION	7
3.20	RIGHT OF REJECTION.....	7
3.21	DISCLOSURE OF PROPOSAL CONTENTS.....	7
3.22	SEVERABILITY	7
4	SPECIAL REQUIREMENTS	8
4.1	LOCATION AND WORK SPACE	8
4.2	MINIMUM QUALIFICATIONS.....	8
5	PROPOSAL FORMAT AND CONTENT	8
5.1	GENERAL PROPOSAL REQUIREMENTS	8
5.2	TECHNICAL/MANAGEMENT DOCUMENT.....	8
5.2.1	PROPOSAL TRANSMITTAL LETTER.....	9
5.2.2	ACTUARIAL, AUDITING, AND CONSULTING SERVICES.....	10
5.3	COST/PRICE DOCUMENT.....	11
6	EVALUATION AND VENDOR SELECTION	12
6.1	PROPOSAL EVALUATION CATEGORIES	12
6.2	PROPOSAL EVALUATION PROCESS	12
6.3	CONTRACT AWARD PROCESS	13
7	STANDARD CONTRACT INFORMATION	13

7.1	CONTRACT APPROVAL	13
7.2	CONTRACT PAYMENTS	13
7.3	RFP AND PROPOSAL INCORPORATED INTO FINAL CONTRACT	13
7.4	CONTRACT MONITORING	13
7.5	CONTRACT AMENDMENT	13
8	<i>PRO FORMA CONTRACT</i>	14
9	ATTACHMENTS	25
9.1	LETTER OF INTENT TO PROPOSE	26
9.2	DISCLOSURE STATEMENT	27
9.3	CERTIFICATION OF COMPLIANCE	28
9.4	PROPOSAL COMPLIANCE CHECKLIST	29
9.5	IMMIGRATION STATUS FORM	30

1 INTRODUCTION

1.1 **Background**

1. The Alabama State Children's Health Insurance Program (SCHIP) was created under Title XXI of the Social Security Act as a result of the Balanced Budget Act of 1997. Upon the passage of the federal legislation, the Alabama Legislature passed a state resolution that enabled Alabama to establish SCHIP, later named CHIP and also known as ALL Kids. Alabama was the first state in the nation to have a federally approved SCHIP plan, and it began providing insurance coverage on February 2, 1998. The purpose of CHIP is to provide health insurance to Alabama's otherwise uninsured children under the age of 19 years whose family income is above the Medicaid limit up to 312% of the Federal Poverty Level (FPL). The program provides a comprehensive benefit plan, including but not limited to, inpatient and outpatient provider visits, dental services, vision services, prescription drug coverage, and behavioral health services. The CHIP program is funded by a combination of federal and state funds and is administered by the Department.

A third party consulting firm has assisted CHIP with the development of an actuarial model which is utilized to project costs and enrollment based on historical performance

1.2 **Purpose**

1. This acquisition will provide the Department with consulting services in support of further development, implementation, evaluation, and auditing, including, but not limited to the CHIP actuarial model, and other health related policies and departmental issues that might be identified. These services could include, but will not be limited to, financial and actuarial evaluation of programs and benefits; ongoing program operational design; program evaluation; cost projections relating to CHIP, Medicaid and private insurance alternatives; analysis of and assistance with meeting data/information system needs; and performance of claims, medical necessity, eligibility, and/or other audits, as directed by the Department. All of these services will be referred to collectively as actuarial, auditing, and consulting in this contract.

Scope of Service: Tasks and deliverables of the *pro forma* contract, included in Section 8 of this RFP, detail the scope of services, deliverables and terms and conditions that the Department requires.

1.3 **Contract Duration**

The Department intends to enter into a contract with an effective period of October 1, 2020, through September 30, 2022. Additionally, the Department has the option of unilaterally extending the contract for the periods October 1, 2022 through September 30, 2024 and October 1, 2024 through September 30, 2025.

1.4 **Letter of Intent to Propose**

Vendors intending to submit a proposal for this RFP must submit a ***Letter of Intent to Propose***, as outlined in Attachment 9.1 of this document, to the RFP Coordinator at the address in paragraph 3.1 no later than **5:00 PM CDT June 9, 2020**. An email version of the Letter of Intent is acceptable.

Questions and comments on the RFP can be submitted to the RFP Coordinator at any time prior to **5:00 PM CDT June 9, 2020**. Questions and comments **must** be submitted via email. A listing of these questions and/or comments and corresponding answers will be distributed through electronic transmission (e-mail) to all vendors submitting a *Letter of Intent to Propose*. **The questions and answers document will be distributed no later than 5:00 PM CDT June 16, 2020.**

1.5 **Proposal Deadline**

Proposals must be submitted no later than 5:00 PM CDT July 6, 2020. Proposers shall respond to the RFP including any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified.

Proposers assume the risk of the method of dispatch chosen. The Department assumes no responsibility for delays caused by any delivery service. Postmarking by the due date shall not substitute for actual proposal receipt by the Department. Late proposals will not be accepted, nor shall additional time be granted to any potential Proposer. Proposals may not be delivered orally, by facsimile transmission, or by other telecommunication or electronic means.

1.6 *Nondiscrimination*

No person shall be excluded from participation in, be denied benefits of, be discriminated against in the admission or access to, or be discriminated against in treatment or employment in the Department's contracted programs or activities on the grounds of handicap and/or disability, age, race, color, religion, sex, national origin, or any other classification protected by federal or Alabama State Constitutional or statutory law; nor shall they be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of contracts with the Department or in the employment practices of the Department's contractors. Accordingly, all vendors entering into contracts with the Department shall, upon request, be required to show proof of such nondiscrimination and to post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

2 RFP SCHEDULE OF EVENTS

The following RFP Schedule of Events represents the Department's best estimate of the schedule that shall be followed. Unless otherwise specified, the time of day for the following events shall be between 8:00 a.m. and 5:00 p.m., Central Daylight Time.

The Department reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. Notification of any adjustment to the Schedule of Events shall be provided via e-mail to all vendors submitting a *Letter of Intent to Propose*.

	EVENT	DATE	
1	Department: Issues RFP	06/02/2020	
2	Vendors: Deadline for submission of Letters of Intent to Propose and Questions and Comments	06/09/2020	
3	Department: Questions, comments, and answers distributed	06/16/2020	
4	Vendor: Deadline for Submitting a Proposal	07/06/2020	
5	Department: Completes Evaluations	07/13/2020	
6	Vendor negotiations completed	07/27/2020	
7	Winning Contractor Selected	08/06/2020	
8	Contract Award/Start Work	10/01/2020	
9	Notification sent to Unsuccessful Offerors	10/06/2020	

3 GENERAL REQUIREMENTS AND INFORMATION

3.1 *RFP Coordinator*

The main point of contact for this RFP shall be Sandra King, who shall hereinafter be referred to as the RFP Coordinator. Her email address is Sandra.King@adph.state.al.us, and is located at:

Alabama Department of Public Health
Attn: CHIP - Sandra King
201 Monroe Street, Suite 400
Montgomery, AL 36104

3.2 *RFP for Actuarial/Auditing/Consulting Services*

The Department has assigned the following RFP identification name—**Request for Proposals for Actuarial, Auditing and Consulting Services** and the short name: **RFP for Actuarial/Auditing/Consulting Services**, which should be referenced in all communications regarding the RFP.

3.3 *Communications Regarding the RFP*

- 3.3.1 Upon release of this RFP, all vendor communications concerning this procurement must be directed to the RFP Coordinator. Unauthorized contact regarding the RFP with other Department employees may result in disqualification.
- 3.3.2 All communications should be via e-mail to the RFP Coordinator at the e-mail address noted in Section 3.1. Any oral communications shall be considered unofficial and non-binding on the Department. Submitted comments, including questions and requests for clarification, must cite the RFP name, **RFP for Actuarial/Auditing/Consulting Services**. The RFP Coordinator must receive any questions or requests via e-mail by the deadline specified in the RFP Schedule of Events.
- 3.3.3 The Department shall e-mail its written responses to written questions/comments to all vendors submitting a Letter of Intent to Propose.

3.4 *Required Review and Waiver of Objections by Proposers*

Proposers should carefully review this RFP and all attachments, including but not limited to the *pro forma* contract, for comments, questions, defects, objections, or any other matter requiring clarification or correction (collectively called “comments”). Comments concerning RFP must be made via e-mail and received by the RFP Coordinator no later than **5:00 PM CDT June 9, 2020**. This will allow issuance of any necessary amendments and help prevent the opening of defective proposals upon which contract award could not be made.

Protests based on any objection shall be considered waived and invalid if these faults have not been brought to the attention of the Department, in writing, by this deadline.

3.5 *3.6 Proposal Submittal*

One (1) original and six (6) copies of the Technical/Management document and one (1) original and two (2) copies of the Cost/Price document shall be submitted to the Department in two separate envelopes. These envelopes should be clearly marked “**Technical/Management Response to RFP for Actuarial/Auditing/Consulting Services—DO NOT OPEN**” and “**Cost/Price Response to RFP for Actuarial/Auditing/Consulting Services—DO NOT OPEN**”

Please ensure that the Proposer’s company name appears on the exterior of all sealed packages and containers. The Cost/Price document copies shall be sealed together and mailed separately from the other documents.

All proposals must be submitted to the RFP Coordinator at:

Alabama Department of Public Health
Attn: CHIP – Sandra King
201 Monroe Street, Suite 400
Montgomery, AL 36104

Proposals must be received by 5:00 PM CDT July 6, 2020. Submissions not meeting this deadline will not be considered.

3.6 *Proposal Preparation Costs*

The Department shall not pay any costs associated with the preparation, submittal, or presentation of any proposal.

3.7 *Proposal Withdrawal*

Vendors may withdraw a submitted proposal at any time. To withdraw a proposal, the vendor must submit a written request, signed by an authorized representative, to the RFP Coordinator. After withdrawing a previously submitted proposal, the vendor may submit another proposal at any time up to the deadline for submitting proposals.

3.8 *Proposal Amendment*

The Department shall not accept any amendments, revisions, or alterations to proposals after the deadline for proposal submittal unless such is formally requested, in writing, by the Department.

3.9 *Proposal Errors*

Proposers are liable for all errors or omissions contained in their proposals. Proposers shall not be allowed to alter proposal documents after the deadline for submitting a proposal.

3.10 *Incorrect Proposal Information*

If the Department determines that a Proposer has provided, for consideration in the evaluation process or contract negotiations, incorrect information which the Proposer knew or should have known was materially incorrect, that proposal shall be determined non-responsive, and the proposal will be rejected.

3.11 *Prohibition of Proposer Terms and Conditions*

A Proposer may not submit the Proposer's own contract terms and conditions in a response to this RFP. If a proposal contains such terms and conditions, the Department, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.

3.12 *Assignment and Subcontracting*

- 3.12.1 The Contractor may not transfer or assign any portion of the contract without prior, written approval from the Department.
- 3.12.2 Except as referred to in paragraphs allowing a corporate alliance, the Contractor may not use subcontractors without prior, written approval from the Department.
- 3.12.3 For purposes of this RFP, the Department defines "subcontract" as any form of agreement, verbal or written, with another company or individual, for that company or individual to act as an agent to identify, locate, contact, or in any other way facilitate the prime contractor's efforts to provide candidate(s) to be assigned to information technology positions with the Department. "Partnerships" or "Joint Ventures" that achieve substantially the same effect must also have approval from the Department.

3.13 Right to Refuse Personnel

The Department reserves the right to refuse, at its sole discretion, any personnel provided by the contractor. Contractor must sign State of Alabama Immigration Status Form (See Attachment 9.5) and provide a copy of your E-Verify MOU. If you have not enrolled in the E-Verify program, you can enroll at www.dhs.gov/e-verify. If E-Verify MOU is not submitted with proposal, it will be required before a contract is awarded.

3.14 Proposal of Alternate Services

Proposals of alternate services (*i.e.*, proposals that offer something different from that requested by the RFP) shall be considered non-responsive and rejected.

3.15 Proposal of Additional Services

If a Proposer indicates an offer of services in addition to those required and described in this RFP, these additional services may be added to the contract before contract signing at the sole discretion of the Department.

The cost for any such additional services must be incorporated into the required cost amount(s) provided in the Proposer's Response so that all proposals may be equitably evaluated. The Proposer shall not propose unrequested rates as separate, additional rates for additional services.

- 3.15.1 A proposal shall be disqualified and rejected by the Department if the price in the proposal was not arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other Proposer, a Department employee, or any competitor.
- 3.15.2 The Proposer is prohibited from submitting more than one proposal. Submittal of more than one proposal shall result in the disqualification of the Proposer.
- 3.15.3 Should any such prohibited action stated above (see 3.15.1 and 3.15.2) be detected any time during the term of the contract, such action shall be considered a material breach and grounds for contract termination.

3.16 Insurance

The apparent successful Proposer may be required to provide proof of adequate worker's compensation and public liability insurance coverage before entering into a contract. Additionally, the Department may, at its sole discretion, require the apparent successful Proposer to provide proof of adequate professional malpractice liability or other forms of insurance as required by law. Failure to provide evidence of such insurance coverage is a material breach and grounds for termination of the contract negotiations. Any insurance required by the Department shall be in form and substance acceptable to the Department.

3.17 Licensure

Before a contract pursuant to this RFP is signed, the Contractor must hold all necessary, applicable business and professional licenses. The Department may require any or all Proposers to submit evidence of proper licensure.

3.18 Conflict of Interest and Proposal Restrictions

- 3.18.1 By submitting a proposal, the Proposer certifies that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP. Act 2001-955 requires an Alabama Disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. See Attachment 9.2 to locate the required Disclosure Statement information.

Notwithstanding this restriction, nothing in this RFP shall be construed to prohibit a State agency or other governmental entity from making a proposal, being considered for award, or being awarded a contract under this RFP.

- 3.18.2 State agencies shall not contract with an individual who is a state employee or an individual who within the past two years has been a state employee in a position of authority. A position of authority is defined as position with control or significant influence over hiring, firing, budgets, and/or contracts. An individual shall be deemed a State employee until such time as all salary, termination pay, and compensations representing annual or compensatory leave have been paid by the State. A contract with a company in which a controlling interest is held by a State employee shall be considered to be a contract with said individual and shall be prohibited.

3.19 RFP Amendment and Cancellation

The Department reserves the unilateral right to amend this RFP in writing at any time. The Department also reserves the right to cancel or reissue the RFP at its sole discretion. If an amendment is issued, it shall be provided via e-mail to all vendors submitting a *Letter of Intent to Propose*. Proposers shall respond to the final written RFP and any exhibits, attachments, and amendments.

3.20 Right of Rejection

- 3.20.1 The Department reserves the right, at its sole discretion, to reject any and all proposals or to cancel this RFP in its entirety.
- 3.20.2 Any proposal received which does not meet the requirements of this RFP may be considered to be non-responsive, and the proposal may be rejected. Proposers must comply with all of the terms of this RFP and all applicable State laws and regulations. The Department may reject any proposal that does not comply with all of the terms, conditions, and performance requirements of this RFP.
- 3.20.3 Proposers may not restrict the rights of the Department or otherwise qualify their proposals. If a Proposer does so, the Department may determine the proposal to be a non-responsive counteroffer, and the proposal may be rejected.
- 3.20.4 The Department reserves the right, at its sole discretion, to waive variances in a Proposer's Response, provided such action is in the best interest of the Department. Where the Department waives minor variances in proposals, such waiver does not modify the RFP requirements or excuse the Proposer from full compliance with the RFP. Notwithstanding any minor variance, the Department may hold any Proposer to strict compliance with the RFP.

3.21 Disclosure of Proposal Contents

All proposals and other materials submitted in response to this RFP procurement process become the property of the Department. Selection or rejection of a proposal does not affect this right. All proposal information, including detailed price and cost information and trade secrets, shall be held in confidence. Upon the completion of the evaluation of proposals, indicated by public release of an Evaluation Notice, the proposals and associated materials shall be disposed of in accordance with Departmental regulations.

3.22 Severability

If any provision of this RFP is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected; and, the rights and obligations of the Department and Proposers shall be construed and enforced as if the RFP did not contain the particular provision held to be invalid.

4 SPECIAL REQUIREMENTS

4.1 Location and Work Space

Most of the work will have to be accomplished at the Contractor's facility. Occasional work will be required on a temporary basis at the Department's central office (the address specified in paragraph 3.5) and possibly other locations such as local county health departments. Department will not provide permanent, long term working space or amenities to Contractor personnel.

4.2 Minimum Qualifications

Contractor must have a minimum of two years of service, within the past five years, providing actuarial and auditing services to a CHIP or other insurance program. These qualifications will be outlined in Section 5.2.2.

5 PROPOSAL FORMAT AND CONTENT

5.1 General Proposal Requirements

- 5.1.1 The Department discourages lengthy and costly proposals. Proposals should be prepared simply and economically and provide a straightforward, concise description of the Proposer's capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content.
- 5.1.2 Proposers must follow all formats and address all portions of the RFP set forth herein, providing all information requested. Proposers may retype or duplicate any portion of this RFP for use in responding to the RFP, provided that the proposal clearly addresses all of the Department's information requirements.
- 5.1.3 Proposers shall divide their responses to this RFP into a Technical/Management document and a Cost document and submit them in accordance with this Section of the RFP by the deadline for submitting a proposal in the RFP Schedule of Events.
- 5.1.4 Proposers must respond to every subsection below. Proposers must label each response to RFP requirements with the section and subsection numbers associated with the subject requirement in this RFP (*e.g.*, the response to the third requirement of the Proposal Transmittal Letter would be labeled 5.2.1.3).

Failure to follow the specified format, to label the responses correctly, or to address all of the subsections may, at the Department's sole discretion, result in the rejection of the Proposal.

Proposals must not contain extraneous information. All information presented in a Proposal must be relevant in response to a requirement of this RFP, must be clearly labeled, and, if not incorporated into the body of the Proposal itself, must be referenced to and from the appropriate place within the body of the Proposal. Any information not meeting these criteria shall be deemed extraneous and shall in no way contribute to the evaluation process.

- 5.1.5 Proposals shall be prepared on standard 8 ½" x 11" paper. Foldouts containing charts, spread sheets, and oversize exhibits are permissible. All responses, as well as any reference material presented, must be written in English. All proposal pages must be numbered.
- 5.1.6 Cost document and pricing information shall not be included in the Technical/Management document. Inclusion of Cost in the Technical/Management document may make the proposal non-responsive and the proposal may be rejected.

5.2 Technical/Management Document (Maximum 75 points)

The Technical/Management document shall be divided into the following:

- I. Transmittal Letter

II. Actuarial, Auditing, and Consulting Services

A. Corporate Experience/Past Performance

B. Qualifications of Proposed Personnel

If a proposal fails to detail and address each of the requirements detailed herein, the Department may determine the proposal to be non-responsive and reject it.

- 5.2.1 **Proposal Transmittal Letter** – This section consists of a written transmittal and offer of the proposal in the form of a standard business letter. The Proposal Transmittal Letter shall reference and respond to the subparagraphs 5.2.1.1 through 5.2.1.8 in sequence and required corresponding documentation should be attached. The requirements of the Proposal Transmittal Letter section of the proposal are mandatory. Any proposal which does not meet the requirements and provide all required documentation shall be considered non-responsive, and the proposal may be rejected.
- 5.2.1.1 The letter shall provide the complete name, Social Security Number or EIN number of the individual, the legal entity name and Vendor Tax Identification Number of the firm making the proposal. An IRS W-9 should be attached.
- 5.2.1.2 The letter shall provide the name, mailing address, e-mail address, and telephone number of the person the Department should contact regarding the proposal.
- 5.2.1.3 The letter shall state whether the Proposer or any individual who shall perform work under the contract has a possible conflict of interest (*e.g.*, employment by the State of Alabama) and, if so, the nature of that conflict. The Department reserves the right to cancel an award if any interest disclosed from any source could give either the appearance of a conflict of interest or cause speculation as to the objectivity of the proposer. Such determination regarding any questions of conflict of interest shall be solely within the discretion of the Department. A Disclosure Form should be attached (Attachment 9.2).
- 5.2.1.4 Written confirmation that the Proposer shall comply with all of the provisions in this RFP and shall accept all terms and conditions set out in the *pro forma* contract in Section Eight (8) of this RFP. (Note: If the Proposal fails to provide said confirmation without exception or qualification, the Department, at its sole discretion, may determine the proposal to be a non-responsive counteroffer, and the proposal will be rejected.)
- 5.2.1.5 The letter shall state that the proposal remains valid for at least One Hundred Eighty (180) days subsequent to the date of the Proposal Submission deadline and thereafter in accordance with any resulting contract between the Proposer and the Department.
- 5.2.1.6 The letter shall be signed by a company officer empowered to bind the proposing vendor to the provisions of this RFP and any contract awarded pursuant to it.
- 5.2.1.7 Using Attachment 9.3 (Certification of Compliance), written certification and assurance of the Proposer's compliance with:
- the laws of the State of Alabama;
 - Title VI of the federal Civil Rights Act of 1964;
 - the Equal Employment Opportunity Act and the regulations issued therewith by the federal government;
 - the Americans with Disabilities Act of 1990 and the regulations issued therewith by the federal government;
 - the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and,
 - the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

5.2.1.8 The Proposal Transmittal Letter and all attachments should not exceed ten (10) pages.

5.2.2 **Actuarial, Auditing, and Consulting Services**

5.2.2.1 **Corporate Experience/Past Performance** – (Maximum 30 points) The proposal shall provide the following information (referencing the subsections in sequence) to evidence the Proposer's qualifications to deliver consulting, actuarial, and auditing services required by this RFP. Any proposal which does not provide all required documentation may be considered non-responsive, and the proposal may be rejected. The proposal shall provide the following information (referencing the subsections in sequence):

5.2.2.1.1 A brief, descriptive statement indicating the Proposer's credentials to deliver consulting, actuarial, and auditing services for CHIP. Said statement shall include the following:

5.2.2.1.1.1 A brief description of the Proposer's background and organizational history,

5.2.2.1.1.2 Years in business,

5.2.2.1.1.3 A brief statement of how long the Proposer has been performing consulting, actuarial, and auditing services,

5.2.2.1.1.4 Location of offices,

5.2.2.1.1.5 An organizational profile including: number of employees, longevity of employees and client base, and

5.2.2.1.1.6 Form of business (i.e., individual, sole proprietor, corporation, non-profit corporation, limited liability company, et cetera).

5.2.2.1.2 Proposer CHIP Experience – (Maximum 30 points) The Proposer shall address the following areas detailing the corporate experience which the vendor intends to provide the Department if chosen for contract award. This section should be written in narrative form and address all points as outlined below.

5.2.2.1.2.1 The Proposer shall provide a detailed statement cataloging previous experience with actuarial, auditing, and consulting especially for state and local public health agencies and Children's Health Insurance Programs (CHIPs). Specifically, this statement should describe any previous contractual arrangements with public health agencies/departments/CHIPs and other organizations, and list contacts that are able to verify the caliber of the previous work.

5.2.2.1.2.2 The Proposer should outline and explain their knowledge of current technical infrastructure related to consulting, actuarial, and auditing.

5.2.2.1.2.3 The Proposer shall outline and explain their knowledge of and experience with the business rules related to actuarial, auditing, and consulting.

5.2.2.1.2.4 The proposer shall provide three references of government agencies or companies for which consulting projects similar to this one have been successfully accomplished within the last five years. Each reference should include specifics relative to what was done and a point of contact with telephone number or email address.

5.2.2.1.3 Corporate Experience/Past Performance should not exceed twenty (20) pages, including attachments.

5.2.2.2 **Qualifications of Proposed Personnel** (Maximum 15 points)

- 5.2.2.2.1 Include a one to two page resume of each classification of consulting professional proposed for the contract. Each resume should include the education, training, experience and certifications required. Each resume should include a description of the qualifications of staff intended to be used to accomplish the goals and objectives of this project. This should include a project manager. Each classification should be matched to the tasks to be accomplished so that it is clear how each proposed consultant will be used over the term of the contract.
- 5.2.2.2.2 Qualifications of Proposed Personnel should not exceed ten (10) pages including attachments.

5.3 COST/PRICE DOCUMENT (*Maximum 25 points*)

- 5.3.1 The proposer should propose the classifications of personnel that will be required to accomplish the specified work for Actuarial, Auditing, and Consulting). The classifications to be proposed should be for consulting professionals. The hours per consultant classification over time should be multiplied by the loaded labor rate per consultant classification and summed to get a total. For the purposes of this solicitation, general (non-technical) management and administrative (secretarial support) are assumed to be part of the loaded labor rates of the consulting professionals. Said proposed price shall incorporate all direct and indirect cost and a reasonable profit for the proposed scope of services for the contract year. The proposer should explain in detail how the loaded labor rates are built up and the rationale for the profit component.
- 5.3.2 Proposers should propose an amount for travel and per diem.
- 5.3.3 Detailed cost information is needed only for the contract period October 1, 2020 through September 30, 2022.
- 5.3.4 There is no page limit for the cost/price document.

6 EVALUATION AND VENDOR SELECTION

6.1 Proposal Evaluation Categories

The criteria that shall be considered in the evaluation of proposals are Technical/Management and Cost/Price, as delineated in Section 5 of this RFP. These evaluation areas will be evaluated using a numerical scoring system by a panel of state administrative staff.

Failure by a Proposer to provide information, to demonstrate sufficient qualifications in each area, or consistent patterns of negative performance in any area will disqualify the Proposer.

6.2 Proposal Evaluation Process

- 6.2.1 The evaluation process is designed to award the procurement to the Proposer with the best combination of attributes based upon the evaluation criteria, including but not limited to, cost.
- 6.2.2 The RFP Coordinator shall manage the proposal evaluation process and maintain proposal evaluation records. The Proposal Evaluation Team comprised of State employees shall be responsible for evaluating proposals.
- 6.2.3 All proposals shall be reviewed by the RFP Coordinator to determine compliance with proposal administrative requirements as specified in this RFP (See Attachment 9.4, Proposal Compliance Checklist.) The Proposal Evaluation Team shall review each proposal to determine:
 - 1) if it meets requirements;
 - 2) if the Department shall request clarification(s) or correction(s); or
 - 3) if the Department shall determine the proposal non-responsive and reject it.
- 6.2.4 The Proposal Evaluation Team shall evaluate responsive proposals. The team members shall score each proposal. The evaluation scoring shall use the pre-established evaluation criteria set out in Section 6.1 of this RFP.
- 6.2.5 The Department reserves the right, at its sole discretion, to request clarifications of Proposer Qualifications or to conduct discussions for the purpose of clarification with any or all Proposers. The purpose of any such discussions shall be to ensure full understanding of the proposal. Discussions shall be limited to specific sections of the proposal identified by the Proposal Evaluation Team. If held, the discussion shall be after initial evaluation of Proposer Qualifications. If clarifications are made as a result of such discussion, the Proposer shall put such clarifications in writing.
- 6.2.6 Evaluation of the Cost/Price portion of the proposal will be to assess the total amount relative to what is proposed in the Technical/Management document, and compare total amounts among proposers, both with a view toward getting the best value.

6.3 Contract Award Process

- 6.3.1 The Proposal Evaluation Team shall forward results from the proposal evaluation process to the State Health Officer, who will make the final selection of the winning vendor. The State Health Officer may use verifiable information elsewhere obtained to assist in the source selection decision.
- 6.3.2 The Department reserves the right to make an award without further discussion of any proposal submitted. There may not be any best and final offer procedure. Therefore, each proposal should be initially submitted on the most favorable terms the vendor can offer. If substantive negotiations (more than clarifications) are conducted with any proposer, they will be conducted with all proposers in the competitive range.
- 6.3.3 After the evaluation of proposals and final consideration of all pertinent information available, the Department shall notify all Proposers of their status. The notice shall not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposer or any vendor.
- 6.3.4 The apparent best evaluated Proposer shall be prepared to enter into a contract with the Department, which shall be substantially the same as the *pro forma* contract included in Section 8 of this RFP. Notwithstanding, the Department reserves the right to add terms and conditions, deemed to be in the best

interest of the Department, during final contract negotiations. Any such terms and conditions shall be within the scope of the RFP and shall not affect the basis of proposal evaluations.

- 6.3.5 Contractor Registration — Proposers need not be registered with the state to make a proposal. However, the service provider to whom the Department makes a contract award should be registered as required by the Department of Finance prior to Contract Award.

If a Proposer fails to register with the State as a service provider as required by the Department of Finance within five (5) calendar days of final contract negotiations, the Department shall determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP.

- 6.3.6 If a Proposer fails to sign and return the contract drawn pursuant to this RFP and final contract negotiations within five (5) calendar days of its delivery to the Proposer, the Department shall determine, at its sole discretion, that the Proposer is non-responsive to the terms of this RFP, reject the proposal, and open final contract negotiations with the next best evaluated Proposer.
- 6.3.7 Contract award shall be subject to the contract approval of all appropriate State officials in accordance with applicable State laws and regulations.

7 STANDARD CONTRACT INFORMATION

7.1 Contract Approval

The RFP and the contractor selection processes do not obligate the Department and do not create rights, interests, or claims of entitlement in the apparent best-evaluated Proposers or any vendor. Contract award and Department obligations pursuant thereto shall commence only after the contract is signed by the State Health Officer and all other State officials as required by State laws and regulations to establish a legally binding contract, and the Contractor.

7.2 Contract Payments

Contract payments shall be made in accordance with the Payment Terms and Conditions Section of the final contract.

No payment shall be made until the contract is approved as required by state laws and regulations. Under no conditions shall the Department be liable for payment of any type associated with the contract or responsible for any work done by the Contractor, even work done in good faith and even if the Contractor is orally directed to proceed with the delivery of services, if it occurs before the contract start date specified by the contract or before contract approval by State officials as required by applicable statutes and rules of the State of Alabama.

7.3 RFP and Proposal Incorporated into Final Contract

This RFP and the successful proposal shall be incorporated into the final contract. In the event there is a conflict between the language in the RFP, the successful proposal and the contract, the language of the contract controls.

7.4 Contract Monitoring

The Contractor shall be responsible for the completion of all work set out in the contract. All work is subject to inspection, evaluation, and acceptance by the Department. The Department may employ all reasonable means to ensure that the work is progressing and being performed in compliance with the contract. At reasonable times, the Department may inspect those areas of the Contractor's place of business that are related to the performance of the contract. If the Department requires such an inspection, the Contractor shall provide reasonable access and assistance.

7.5 Contract Amendment

During the course of this contract, the Department may request the Contractor to perform additional work for which the Contractor would be compensated. That work shall be within the general scope of this RFP.

In such instances, the Department shall provide the Contractor a written description of the additional work, and the Contractor shall submit a time schedule for accomplishing the additional work and a price for the additional work based on the rates included in the Contractor's Proposal to this RFP. If the Department and the Contractor reach an agreement regarding the work and associated compensation, said agreement shall become effective by means of a contract amendment. Any such amendment requiring additional work must be mutually agreed upon by the parties and signed by the Contractor and the State Health Officer and must be approved by other State officials as required by State laws and regulations. The Contractor shall not commence additional work until the Department has issued a written contract amendment and secured all required approvals.

8 *PRO FORMA CONTRACT*

The *pro forma* contract (provided in the following pages) contains bracketed and underlined items that shall be replaced with appropriate information in the final contract.

**CONTRACT
BETWEEN
THE ALABAMA DEPARTMENT OF PUBLIC HEALTH
AND
VENDOR NAME**

This Contract entered into by and between **The Alabama Department of Public Health**, hereinafter, "**Department**," and (Vendor) hereinafter "**Contractor**," is effective October 1, 2020 and terminates September 30, 2022. The Department has the unilateral option of renewing the contract for the time period October 1, 2022, through September 30, 2024, and October 1, 2024 through September 30, 2025, by giving written notice to Contractor at least 30 days before the expiration of the current contract period.

WHEREAS, the purposes of this Contract are to provide consulting, evaluation and auditing services.

CONTINGENCY CLAUSE. Funding for the activities to be performed under this Contract has historically been provided by the Department's Children's Health Insurance Program (CHIP) through a cooperative agreement with the Center for Medicare & Medicaid Services, CFDA #93.767, Patient Protection and Affordable Care Act (PPACA), as authorized through Title XXI of the Social Security Act, Public Law 111-148, and the Department anticipates receipt of additional federal funding from Center for Medicare & Medicaid Services for the contract period 10/01/2020 – 09/30/2022 and additional State Funds, as in years previous.

The Department will not provide any services under this Amendment absent such funding but needs to be fully prepared to provide the above-described services immediately upon receipt of a Notice of Award from the federal government, to avoid a lapse in service.

The parties acknowledge and agree that this Amendment shall be rendered null and void should the Notice of Award fail to issue, and the Department shall not be responsible to render payment for any services performed by Contractor in advance of written notice by the Department that the Amendment is effective. The Department shall append a copy of the Notice of Award to this Amendment upon receipt for the Department's records.

WHEREAS, this Contract is entered into following a request for proposal process in accordance with Code of Ala.1975, § 41-16-72.

WHEREAS, the Contractor will fully comply with the request for proposal, Contractor's proposal, Department's acceptance thereof and the plan or scope of work, which are herein incorporated by reference.

NOW THEREFORE, in consideration of the mutual covenants herein below specified and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties herein agree to the following:

The Contractor shall:

1. Provide the Department with consulting services in support of further development, implementation, evaluation, and auditing of CHIP, further development of the CHIP actuarial model, and other health related policies and departmental issues that might be identified. These services could include, but will not be limited to, financial and actuarial evaluation of programs and benefits; ongoing program operational design; program evaluation; cost projections relating to CHIP, Medicaid and private insurance alternatives; analysis of and assistance with meeting data/information system needs; and performance of claims, medical necessity, eligibility, and/or other audits as directed by the Department.

CONTRACTOR DELIVERABLES –

1. Attend scheduled meetings and provide on-going technical consulting activities,
2. Reports relative to Contractor Tasks,
3. Provide CHIP actuarial analyses and economic modeling, and
4. Provide other consultation, as needs are identified by the Department.

PERSONNEL

The Contractor shall provide the skilled personnel as proposed in the RFP response. The Department will approve the personnel assigned initially and replacement personnel if necessary; provided such approval shall not be unreasonably withheld or delayed.

PAYMENTS

Contractor shall submit monthly invoices to Department for reimbursement. Invoices shall include detailed supporting documentation by category for all expenses incurred, including but not limited to labor, travel and per diem, and communication expenses. Invoices are due and payable within thirty (30) days of the date of the invoice.

1.. Loaded Labor Rates - As payment for the services stated above, the Contractor shall receive the proposed loaded rate per hour for each hour worked by each consulting professional up to forty (40) hours per week. Travel time is not reimbursable.

2. Reimbursable Expenses - Contractor shall be compensated by Department for actual expenses made by Contractor in the interest of the work. Contractor shall submit copies of actual expense receipts for reimbursement by Department. Reimbursable expenses shall not exceed \$_____ and include travel, and communication expenses.

3. Contractor shall be compensated on a monthly basis. Fees will be based upon hours of service each month and will not be paid unless services are provided. Contractor acknowledges that under the terms of the grant received by the Department from federal sources including general federal grants practices and procedures, the Contractor herein must submit all invoices or other demands for payment hereunder by a date which allows the department to finalize and submit a financial status report to the granting federal agency. For purposes of this contract, that date is October 15 of the year which follows the end of each fiscal year. Invoices or demands for payment received after that date for work and labor done cannot be paid and are forfeit.

4. Sales Taxes – Pursuant to the Code of Alabama, 1975, Title 40-23-4 (A) (11), the State of Alabama is exempt from paying sales taxes.

ORDER OF PRECEDENCE CLAUSE

The terms and conditions of this contract shall include the following:

1. This contract document.
2. The RFP, a copy of which is attached hereto as Attachment A
3. Contractor's Proposal, a copy of which is attached hereto as Attachment B

Where there is an apparent conflict among the contract documents which cannot be resolved by interpretation, this document controls.

Under no circumstances shall the maximum amount payable under this Contract exceed \$ (Max Amount shall not exceed) for the Contract period.

BEASON-HAMMON ALABAMA TAXPAYER AND CITIZEN PROTECTION ACT.

By signing this Contract, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment, or continue to employ an unauthorized alien within the State of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

OFFICE OF INSPECTOR GENERAL EXCLUSION PROVISION. Section 6501 of the Patient Protection and Affordable Care Act ("PPACA") regarding exclusions from federal health care programs took effect on January 1, 2011. This Section of PPACA amends the Social Security Act to provide that State Medicaid agencies must exclude or terminate from participation any individual or entity excluded from participating in any Federal healthcare program, such that, if an individual or entity is excluded or terminated by Medicare or by Medicaid in any state, that individual or entity must be excluded from all other states' Medicaid programs.

Pursuant to that provision, if the Contractor is entering into this agreement for a federal health care program, Contractor agrees to screen all employees and subcontractors

against the OIG list of excluded individuals and entities upon engagement and at least monthly. *This includes screening of former names and variations of names.*

CLOSEOUT CLAUSE. Contractor acknowledges that all invoices or other demands for payment must be received by the Department by (Invoice Closeout Date). Invoices or demands for payment received after that date cannot be paid and are forfeited.

ANTI-DISCRIMINATION CLAUSE. Contractor will comply with Titles IV, VI, and VII of the Civil Rights Act of 1964, the Federal Age Discrimination in Employment Act, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, and all applicable Federal and State laws, rules and regulations implementing the foregoing statutes with respect to nondiscrimination on the basis of race, creed, color, religion, national origin, age, sex, or disability, as defined in the above laws and regulations. Contractor shall not discriminate against any otherwise qualified disabled applicant for, or recipient of aid, benefits, or services or any employee or person on the basis of physical or mental disability in accordance with the Rehabilitation Act of 1973 or the Americans With Disabilities Act of 1990.

ANTI-BOYCOTT CLAUSE. Contractor represents that it is not currently engaged in, and will not engage in, the boycott of a person or an entity based in or doing business with a jurisdiction with which this state can enjoy open trade.)

GOVERNOR'S PRORATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Governor of Alabama declare proration of the fund from which payment under this Contract is to be made. This termination for cause is supplemental to other rights the Department may have under this Contract or otherwise to terminate this Contract.

TERMINATION CLAUSE. This Contract may be terminated by either party providing a thirty (30) day written notice to the other party.

AMENDMENT CLAUSE. This Contract may be amended only by mutual agreement in writing, signed by Department and Contractor, and processed through and approved by all necessary authorities.

STANDARD OF PRACTICE CLAUSE. Contractor agrees to observe and comply at all times with all Federal and State laws and rules in effect during the term of this Contract which in any manner affect performance under this Contract. Contractor agrees to perform services consistent with customary standard of practice and ethics in the profession.

WHISTLEBLOWER PROTECTION CLAUSE. Pursuant to 41 U.S.C. § 4712, an employee of a contractor, subcontractor, or grantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. The statute defines

whistleblowing as making a disclosure that the employee reasonably believes is evidence of:

- Gross mismanagement of a Federal contract or grant;
- A gross waste of Federal funds;
- An abuse of authority relating to a Federal contract or grant;
- A substantial and specific danger to public health or safety; or
- A violation of law, rule, or regulation related to a Federal contract or grant.

To qualify under the statute, the employee's disclosure must be made to:

- A Member of Congress or a representative of a Congressional committee;
- An Inspector General;
- The Government Accountability Office;
- A federal employee responsible for contract or grant oversight or management at the relevant agency;
- An official from the Department of Justice or other law enforcement agency;
- A court or grand jury; or
- A management official or other employee of the contractor, subcontractor, or grantee who has responsibility to investigate, discover or address misconduct.

ASSIGNMENT CLAUSE. The rights, duties, and obligations arising under the terms of this Contract shall not be assigned by any of the parties hereto without the written consent of all other parties.

ENTIRE AGREEMENT CLAUSE. This Contract contains the entire agreement of the parties and there are no other agreements, verbal or written, affecting this Contract that have not been incorporated herein or attached hereto.

SEVERABILITY CLAUSE. Each provision of this Contract is intended to be severable. If any term or provision of this Contract is illegal or invalid for any reason whatsoever, said illegality or invalidity shall not affect the legality or validity of the remainder of this Contract.

HEADINGS CLAUSE. Headings in this Contract are for convenient reference only and shall not be used to interpret or construe the provisions of this Contract.

DO NOT WORK CLAUSE. Contractor acknowledges and understands that this Contract is not effective until it has received all requisite State government approvals and Contractor shall not begin performing work under this Contract until notified to do so by the Department. Contractor is entitled to no compensation for work performed prior to the effective date of this Contract.

EMERGENCY CANCELLATION CLAUSE. Notwithstanding any other provision of this Contract, upon the issuance of a Declaration of Financial Necessity by the State Health Officer, this Contract may be canceled immediately upon notice of such

cancellation being given in writing to the Contractor. Notwithstanding such cancellation, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

FINANCIAL NECESSITY CLAUSE. All terms and conditions of this Contract notwithstanding, the parties agree that upon the issuance of a Declaration of Financial Necessity by the State Health Officer, the maximum amount payable under this Contract may be unilaterally reduced by the Department to an appropriate amount to be determined by the Department upon notice of such being given in writing to the Contractor. Notwithstanding such reduction, the Contractor shall be recompensed for work and labor performed and completed prior to the issuance of such notice on principles of quantum meruit.

DEBT OF STATE CLAUSE. It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama of 1901, as amended by Amendment Number 26. It is further agreed that if any provision of this Contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this Contract, be enacted, then that conflicting provision in the Contract shall be deemed null and void. The Contractor's sole remedy for the settlement of any and all disputes arising under the terms of this Contract shall be limited to the filing of a claim with the Board of Adjustment for the State of Alabama.

DISPUTES. In the event of any dispute between the parties, senior officials of both parties shall meet and engage in a good faith attempt to resolve the dispute. Should that effort fail and the dispute involves the payment of money, a party's sole remedy is the filing of a claim with the Board of Adjustment of the State of Alabama. For any and all other disputes arising under the terms of this contract which are not resolved by negotiation, the parties agree to utilize appropriate forms of non-binding alternative dispute resolution including, but not limited to, mediation. Such dispute resolution shall occur in Montgomery, Alabama, utilizing where appropriate, mediators selected from the roster of mediators maintained by the Center for Dispute Resolution of the Alabama State Bar.

MERIT SYSTEM CLAUSE. Contractor shall not be entitled to receive any benefits under this Contract that merit system employees receive by virtue of their status or employment, nor may Contractor nor any of its officers, agents, servants or employees be employed as a merit system employee during the term of this Contract. Any such employment automatically voids this Contract.

HOLD HARMLESS CLAUSE. Contractor hereby indemnifies and holds harmless the State of Alabama and the Department and their officers, agents, servants, and employees from any and all claims arising out of acts or omissions committed by the Contractor or any Subcontractor, agent, servant or employee of Contractor while in performance hereunder.

FUND APPROPRIATION CLAUSE. It is agreed that the Department may terminate this Contract by providing a thirty (30) day written notice to Contractor should the Legislature of Alabama fail to appropriate funds for the continued payment of this Contract. This termination for cause is supplemental to any other rights Department may have under this Contract or otherwise to terminate this Contract.

TOBACCO SMOKE CLAUSE. Public Law 103227, Part C Environmental Tobacco Smoke, also known as the Pro Children Act of 1994, requires that smoking not be permitted in any portion of any indoor facility routinely owned or leased or contracted for by an entity and used routinely or regularly for provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law does not apply to children's services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to one-thousand dollars (\$1000) per day and/or the imposition of an administrative compliance order on the responsible entity. By signing and submitting this Contract the Contractor certifies that it will comply with the requirements of the Act.

The Contractor further agrees that it will require the language of this certification be included in any sub-awards which contain provisions for the children's services and that all Subcontractors shall certify accordingly.

LOBBYING CLAUSE. The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal Contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal Contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-

recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than ten-thousand dollars (\$10,000) and not more than one-hundred-thousand dollars (\$100,000) for each such failure.

DEBARMENT, SUSPENSION CLAUSE. For the purposes of this clause, “prospective lower tier participant” or “lower tier participant” refers to the Contractor.

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.

2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to,

check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under sub-paragraph 5 above, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Covered Transactions.

(1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

(2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

RECORD RETENTION. The Contractor is aware that it must retain all records pertinent to expenditure incurred under this Contract for a period of three (3) years after the termination of all activities funded under this Contract. Records for any displaced person must be kept three (3) years after he/she has received final payment. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the three-year period, then such records must be retained until completion of the actions and resolutions of all issues, or the expiration of the three-year period, plus the current year whichever occurs later. See Department of Public Examiners for its record retention policy.

AVAILABILITY OF FINANCIAL STATEMENTS. All records and financial statements, to include a copy of the independent audit report, shall be made available to authorized personnel from the State or Federal Program Office, the Examiners of Public Accounts or their representatives, for audit and inspection purposes.

AUDIT REQUIREMENTS. A non-Federal Contractor that expends \$750,000 in federal awards or more during the Contractor's fiscal year must have a single audit conducted in accordance with the Uniform Administrative Requirements, 2 CFR Part 200, Subpart F.

HIPAA CLAUSE. This clause is necessitated by the application of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), as amended by the American Recovery and Reinvestment Act of 2009 (Pub. L. No. 111-5) (the "HITECH Act"), any associated regulations and the federal regulations published at 45 CFR parts 160 and 164 (sometimes collectively referred to as "HIPAA"). References to this clause are to the Code of Federal Regulations, hereinafter "CFR."

The parties agree to use and disclose Protected Health Information in compliance with the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule"). The definitions set forth in the Privacy Rule are incorporated by reference into this Contract (45 C.F.R. §§ 160.103 and 164.501). The Parties likewise agree to take all necessary precautions to protect the integrity of electronic protected health information (e-PHI) by complying with the HIPAA Security Rule.

INTERPRETATION CLAUSE. Where there is an apparent conflict among the Contract documents which cannot be resolved by interpretation, this document controls.

9 ATTACHMENTS

9.1 LETTER OF INTENT TO PROPOSE_____	31
9.2 DISCLOSURE STATEMENT_____	32
9.3 CERTIFICATION OF COMPLIANCE_____	33
9.4 PROPOSAL COMPLIANCE CHECKLIST_____	34
9.5 IMMIGRATION STATUS FORM_____	35

ATTACHMENT 9.1

RFP for Actuarial/Auditing/Consulting Services

FORM FOR LETTER OF INTENT TO PROPOSE

As owner, president, or other responsible employee of this organization with the authority to decide such matters, I can say that it is our intent to submit a proposal in response to this solicitation. I understand that this statement of intent does not bind this organization to submit a proposal.

Signature of Owner or Employee_____

Name of Owner or Employee_____

Telephone Number of Owner or Employee_____

Email Address of Owner or Employee_____

Name and Address of Company or Organization:

Date Signed _____

ATTACHMENT 9.2

RFP for Actuarial/Auditing/Consulting Services

DISCLOSURE STATEMENT

Act 2001-955 requires the disclosure Statement to be completed and filed with all proposals, bids, contracts, or grant proposals to the State of Alabama in excess of \$5,000. Please go to the site below to download a copy of the Alabama Disclosure Statement.

[HTTP://WWW.AGO.STATE.AL.US/AG_ITEMS.CFM?ITEM=70](http://www.ago.state.al.us/ag_items.cfm?item=70)

ATTACHMENT 9.3
RFP for Actuarial/Auditing/Consulting Services
CERTIFICATION OF COMPLIANCE

Proposer Name

Date

By indication of the authorized signature below, the Proposer does hereby make certification and assurance of the Proposer's compliance with:

1. the laws of the State of Alabama;
2. Title VI of the Civil Rights Act of 1964;
3. the Equal Employment Opportunity Act and the regulations issued thereunder by the federal government;
4. the Americans with Disabilities Act of 1990 and the regulations issued thereunder by the federal government;
5. the condition that the submitted proposal was independently arrived at, without collusion, under penalty of perjury; and
6. the condition that no amount shall be paid directly or indirectly to an employee or official of the State of Alabama as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Proposer in connection with the procurement under this RFP.

ATTACHMENT 9.4

RFP for Actuarial/Auditing/Consulting Services PROPOSAL COMPLIANCE CHECKLIST

NOTICE TO PROPOSER: *It is highly encouraged that the following checklist be used to verify completeness of Proposal content.*

Proposer Name _____

RFP Coordinator _____ **Review Date** _____

*Proposals for which **ALL** applicable items are marked by the RFP Coordinator are determined to be compliant for responsive proposals. The Proposal Evaluation Team must review any applicable items that are **not** marked to determine if:*

- the proposal sufficiently meets basic requirements;
- the Department shall request clarification(s) or correction(s); or,
- the Department shall deem the proposal non-responsive and reject it.

*The Proposal Evaluation Team must attach a written determination for each applicable item that is **NOT** marked.*

<input checked="" type="checkbox"/> IF CORRECT	BASIC PROPOSAL REQUIREMENTS
<input type="checkbox"/>	1. Letter of Intent Received by June 9, 2020
<input type="checkbox"/>	2. Physical Format and Section Content conforms to Requirements
<input type="checkbox"/>	3. Proposer Response received on time at correct location.
<input type="checkbox"/>	4. Required number of Proposer Response copies received.
<input type="checkbox"/>	5. Proposal written in English.
<input type="checkbox"/>	6. The Proposal Transmittal Letter with the proposal offer is signed by a company officer empowered to bind the Proposer to the provisions of the RFP and any contract awarded therewith.
<input type="checkbox"/>	7. The Proposal Transmittal Letter confirms that the proposal shall remain valid for the required number of days subsequent to the proposal opening date.
<input type="checkbox"/>	8. The Proposal Transmittal Letter details the complete name of the individual or legal entity name of the firm making the proposal (with SSN or Tax ID Number)
<input type="checkbox"/>	9. The Proposal Transmittal Letter details the complete name of the individual, mailing address, email address, and telephone number of the Proposer's contact staff member.
<input type="checkbox"/>	10. The Proposal Transmittal Letter states whether the firm or any individuals who shall work under the contract has a possible conflict of interest.
<input type="checkbox"/>	11. The Proposal includes written confirmation that the Proposer shall comply with all of the provisions of the RFP and accept all terms and conditions of the RFP and the <i>pro forma</i> contract.
<input type="checkbox"/>	12. The Proposal includes completed Attachments 9.1, 9.2, 9.3, 9.4, and 9.5.
<input type="checkbox"/>	13. The Proposal includes a list of all State of Alabama contracts over the last 3 years (with all identifying information in specified format and order).
<input type="checkbox"/>	14. The Proposal includes 3 client references, reference contact information, brief description of services provided, and number of staff deployed.
<input type="checkbox"/>	15. The Proposal includes an Organizational Chart highlighting key assigned personnel.

NOTE: In addition to the items on the checklist, the Proposal Evaluation Team will also evaluate compliance with other proposal requirements including, but not limited to:

- alternate proposal submissions (only 1 proposal is allowed from each Proposer);
- proposals shall NOT restrict the rights of the Department or other qualification of the proposal; and,
- NO inappropriate conflicts of interest regarding the proposal or the subject procurement; as well as, response to and documentation as required by all other Proposal requirements.

ATTACHMENT 9.5

RFP for Actuarial/Auditing/Consulting Services

IMMIGRATION STATUS

I hereby attest that I as an individual worker on this project either am a citizen of the United States or am in a proper and legal immigration status that authorizes employment for pay within the United States.

Signature of Contractor

Witness